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LANSING CITY CLERK

FIRST AMENDMENT TO
COMPREHENSIVE DEVELOPMENT AGREEMENT

This First Amendment to Comprehensive Development Agreement ("First Amendment") is effective as of _____, 2014 ("Amended Effective Date"), by and among the City of Lansing, a Michigan municipal corporation (the "City"); the Lansing Brownfield Redevelopment Authority, a Michigan Brownfield Authority, ("LBRA"); (the City and LBRA are sometimes collectively referred to as the "Public Entities"); Outfield Partners, LLC, a Michigan limited liability company ("Developer"); and Take Me Out to the Ballgame Limited Liability Company, an Illinois limited liability company ("TMO"). City, LBRA, Developer and TMO are collectively referred to as the "Parties" and individually referred to as a "Party." In the event of a conflict or inconsistency between any provision of the Agreement or the DDP Extension Agreement (defined below), the provisions of this First Amendment shall control, otherwise the terms and provisions of the Agreement shall remain unmodified and in full force and effect. All capitalized terms that are not otherwise defined herein shall have the meaning ascribed to them in the Agreement or DDP Extension Agreement, as applicable.

Background

A. The Parties are currently parties to that certain Comprehensive Development Agreement dated June 14, 2014 (the "Agreement") and that certain Due Diligence Period Extension Agreement dated October 10, 2014 ("DDP Extension Agreement"). The Parties have been undertaking the activities contemplated to occur during the Due Diligence Period for the past several months and have determined that certain characteristics of the Outfield Development Project, the Stadium Improvements and the Maintenance Garage Parcel project should be modified.

B. The Parties have analyzed building plans and specifications and related costs and desire to amend the Agreement to (i) delete and terminate existing **Exhibit "C"** and replace it with "**Replacement Exhibit "C"**" attached hereto and amend a portion of **Exhibit "C-2"**"; (ii) change the definition of Renovation Funds Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) ("Renovation Funds"); (iii) to require the Developer to contribute Three Hundred Fifty Thousand Dollars (\$350,000) to the cost of the Foundation and Connections Improvements; (iv) to modify certain delivery dates related to completion of the Stadium Improvements, Foundation and Connections Improvements and the Outfield Development Parcel; and (v) to address additional costs, and allocation of such additional costs, with regard to the Parking Lot Project as set forth herein.

C. The Parties desire to amend the Agreement and DDP Extension Agreement as set forth herein and to re-affirm their desire and interest in continuing to move forward with the Agreement, as amended, in accordance with the terms and conditions set forth herein.

Amendment

NOW THEREFORE, in exchange for the consideration in and referred to by the Agreement and this First Amendment, the Parties agree to amend the Agreement as follows:

1. **Replacement and Amended Exhibits.** The Parties hereby agree that **Exhibit "C"** attached to the Agreement and **Exhibit "C-1"** attached to the Agreement are hereby deleted and terminated and simultaneously replaced with **"Replacement Exhibit "C"** and **"Replacement Exhibit "C-1"** attached hereto and made a part hereof. As such, following the date of this Amendment, all references to **Exhibit "C"** and **Exhibit "C-1"** set forth in the Agreement, or elsewhere, shall for all purposes mean and refer to **Replacement Exhibit "C"** and **Replacement Exhibit "C-1"** attached hereto. In addition, the Parties agree that the following portions of **Exhibit "C-2"** are hereby amended in the following manner: (i) item no. 3 is hereby deleted in its entirety; (ii) the reference to "and concrete floor" in item no. 2 is hereby deleted; (iii) the word "Field" is deleted from item no. 4 and is replaced with the word "Street" (amended to state "Street Level"; and (iv) the last sentence of **Exhibit "C-2"** is hereby deleted in its entirety.

2. **Foundation and Connection Improvements.** The first paragraph of Article I, Section 1(ii) of the Agreement is hereby deleted and replaced in its entirety as follows (the other portions of Article I, Section 1 shall remain unchanged):

(ii) **Foundation and Connections Improvements.** The Parties recognize and agree that additional information, specifications, construction estimates, plans and drawings for the Stadium Improvements and the Outfield Development Project are intended to be produced and exchanged between the Parties during the Due Diligence Period and are otherwise unavailable as of the Effective Date. In accordance with **Exhibit "C-2"**, the Parties agree that such improvements shall include the footings, foundation, podium, support elements and connection corridors for utility, mechanical, plumbing, electric, water, sewer, drainage and other shared systems and/or services, and may, also include the actual connection and bringing of such systems and services to the perimeter of the Stadium Parcel (collectively the "Foundation and Connections Improvements"). The Parties agree that as part of the review, analysis and consideration of the specifications of the Foundation and Connections Improvements, the City and Developer shall consider and agree on the size, strength, dimensions, materials, depth and quality of footings, foundation and support elements; and the capacities, location, size and materials of connections, systems or services, when evaluating such plans, drawings and specifications. The Parties further agree that all costs related to establishing and constructing the Foundation and Connections Improvements shall be paid by the City; provided however, following substantial completion of

the Foundation and Connections Improvements as determined in accordance with Article I, Section 5.C. of the Agreement, City shall have the right to send an invoice to Developer in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) to offset the costs and expenses incurred by the City for the Foundation and Connection Improvements (the "Developer's Foundation and Connection Contribution"). The Developer's Foundation and Connection Improvement Payment shall be made to City within ten (10) days of receipt of such invoice from the City.

3. Post-Master Closing Release of Renovation Funds. The third sentence of Article I, Section 2.C. is hereby deleted in its entirety and replaced as follows:

City shall cause substantial completion (as defined in the Agreement) of the Stadium Improvements and the Foundation and Connections Improvements in accordance with the milestones contained within the Master Schedule to be agreed upon by the Parties prior to Master Closing.

4. Redevelopment of Maintenance Garage Parcel into Parking Lot. The last sentence of the first paragraph of Article I, Section 3.B and the entire second paragraph of Article I, Section 3.B are hereby deleted in their entirety and replaced as follows:

All effort will be made to bid out the work and select contractor bids for the Parking Lot Project such that the entire cost of the Parking Lot Project will not exceed Eight Hundred Thousand Dollars (\$800,000) in total.

Notwithstanding the foregoing, the Parties agree that commencing immediately all initial work on the Parking Lot Project shall be performed by LBRA, and/or its contractors, agents or employees and shall be at LBRA's sole cost up to the first Four Hundred Thousand Dollars (\$400,000). The parties further agree that Developer, provided it approves the detailed work, remediation, costs and schedules determined during the Due Diligence Period as provided above, shall be responsible for the next One Hundred Thousand Dollars (\$100,000). The parties further agree that to the extent the cost for the Parking Lot Project exceeds Five Hundred Thousand Dollars (\$500,000), then the LBRA shall pay for 2/3 of such amounts and the Developer shall pay for 1/3 of such amount up to and not to exceed One Hundred Thousand Dollars (\$100,000). In no event shall the Parking Lot Project costs exceed Eight Hundred Thousand Dollars (\$800,000). For all payments under this section from the Developer, such payments shall first be invoiced in writing to Developer by either the LBRA or City and provide written evidence that the costs listed on the invoice were actually incurred to construct the Parking Lot Project pursuant to the agreed upon plans and specifications. Developer shall be required to remit any payments under this section within ten (10) days from the date of the written invoice to Developer.

5. Stadium Improvements Deadline. The first sentence of Article I, Section 5.B is hereby deleted and replaced in its entirety as follows (all other portions shall remain unchanged):

The Parties expressly agree that the Master Schedule, which shall be agreed upon prior to Master Closing, shall include a listing and substantial completion deadline (as defined in the Agreement) for all Stadium Improvements, unless extended in writing by all Parties ("Stadium Improvements Completion Date").

6. Foundation and Connections Improvements Deadline. The first sentence of Article I, Section 5.C is hereby deleted and replaced in its entirety as follows (all other portions shall remain unchanged):

The Parties agree that all Foundation and Connections Improvements shall be substantially complete (as defined in the Agreement) and in a condition that will permit Developer to commence vertical construction on or before June 1, 2015, unless extended in writing by all Parties to this Agreement ("Foundation and Connections Improvements Completion Date").

7. Outfield Development Project Deadline. The first sentence of Article I, Section 5.D is hereby deleted and replaced in its entirety as follows (all other portions shall remain unchanged):

The Parties agree that the Outfield Development Project shall be substantially complete (as defined in the Agreement) on or before December 1, 2016, which shall be extended on a day by day basis based on delays in the Foundation and Connections Improvements Completion Date and/or as may be agreed to by the Parties ("Outfield Development Project Completion Date").

8. Closing Agreement. The parties acknowledge and agree that they intend to agree to the terms of a Closing Agreement prior to the expiration of the Due Diligence Period that addresses agreements among the Parties as to final plans and specifications; agreement on final costs and cost allocations; agreement on easements and easement locations including access, encroachments, utilities and connectivity following establishment of the road contemplated by the Casino CDA contemplated in the Parking Lease; environmental conditions, due care plan, brownfield plan and required remediation (if any) of the Maintenance Garage Parcel; approval of the brownfield plan and due care plan by governmental authorities; approval of the proposed condominium documents; approval of the Master Schedule; and updates to title insurance commitments and ALTA surveys applicable to the involved properties.

9. Miscellaneous. This First Amendment shall run with the land and obligate and encumber successors-in-title to all or any portion of the Outfield Development Parcel. This First Amendment, or a memorandum thereof, shall be recorded in the Office of the Register of Deeds for Ingham County, Michigan. This First Amendment may be signed electronically or in counterparts and each electronic signature and/or counterpart shall be enforceable as though it is an originally signed signature page to this First Amendment. Each Party acknowledges and agrees that its representatives have all necessary authority to engage in negotiations related to the matters set forth herein and to enter agreements on behalf of the respective Party with regard thereto. The Background set forth above is accurate and is hereby incorporated into and made a part of this First Amendment.

This First Amendment to Comprehensive Development Agreement is executed by the parties as of the Amended Effective Date first written above.

CITY:

City of Lansing, Michigan a Michigan
municipal body corporation

By: _____

Name: Virg Bernero

Title: Mayor

Approved as to form:

Lansing City Attorney

STATE OF MICHIGAN)
)SS
COUNTY OF INGHAM)

I hereby certify that on this _____ day of _____ 2014, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared the Honorable Virg Bernero, the Mayor of the City of Lansing, a Michigan municipal corporation, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of the City of Lansing as Mayor.

Notary Public

County, _____
Acting in _____ County
My Commission Expires: _____

DEVELOPER:

Outfield Partners, LLC, a Michigan limited liability company

By: _____
Name: Patrick K. Gillespie
Title: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

I hereby certify that on this _____ day of _____ 2014, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Patrick K. Gillespie, as the Manager of Outfield Partners, LLC, a Michigan limited liability company, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Outfield Partners, LLC as a duly authorized manager.

Notary Public

County, _____
Acting in _____ County
My Commission Expires: _____

LBRA:

Lansing Brownfield Redevelopment Authority,
a Michigan brownfield authority

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

I hereby certify that on this _____ day of _____ 2014, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared _____, as the _____, on behalf of the Lansing Brownfield Redevelopment Authority, a Michigan brownfield authority, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Lansing Brownfield Redevelopment Authority.

Notary Public

County, _____
Acting in _____ County
My Commission Expires: _____

TMO:

Take Me Out to the Ballgame Limited Liability
Company, an Illinois limited liability company

By: _____

Name: Thomas J. Dickson

Title: Managing Member

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

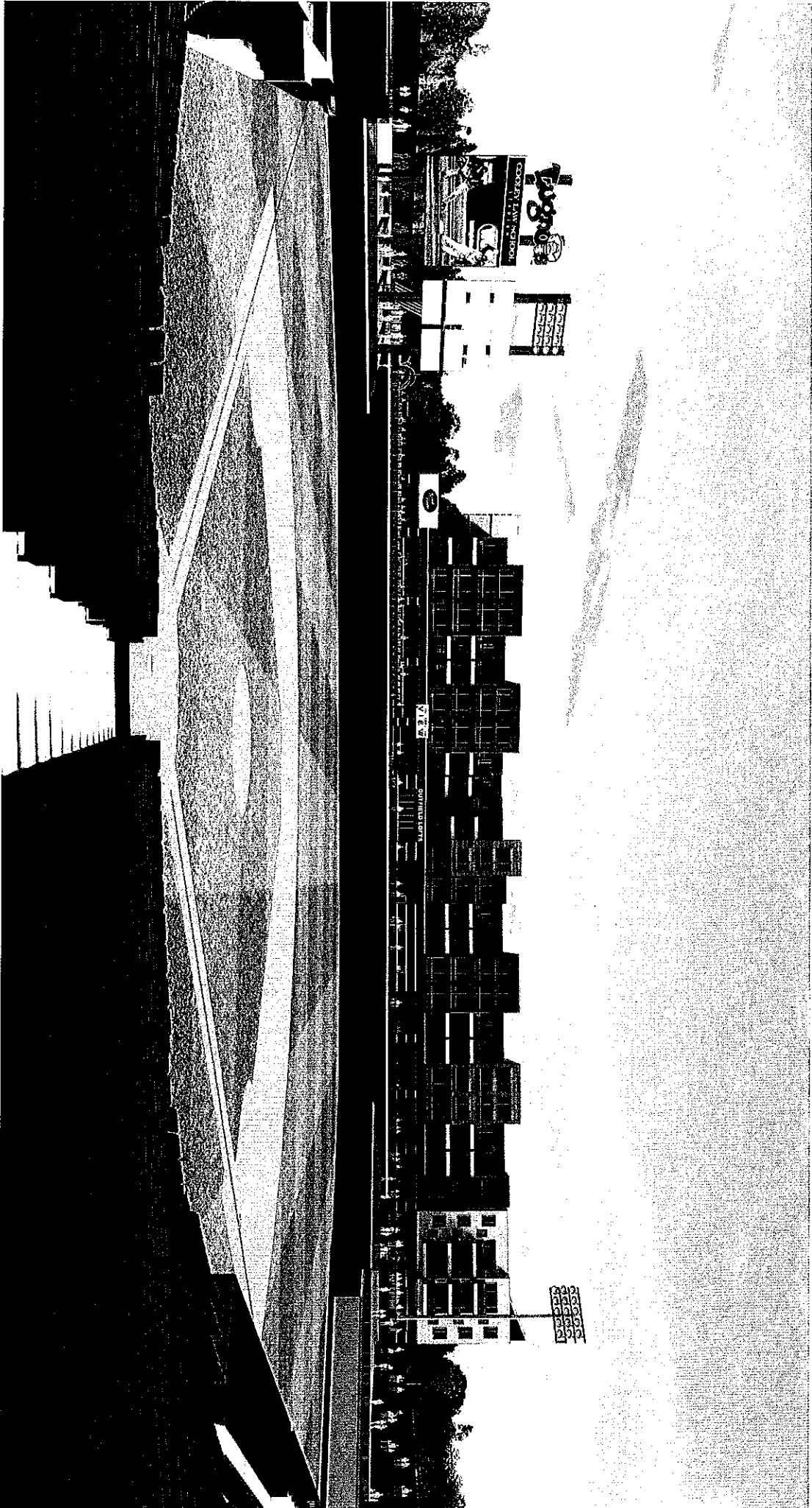
I hereby certify that on this _____ day of _____ 2014, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Thomas J. Dickson, as the Managing Member of Take Me Out to the Ballgame, Limited Liability Company, an Illinois limited liability company, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Take Me Out to the Ballgame, Limited Liability Company.

Notary Public

County, _____
Acting in _____ County
My Commission Expires: _____

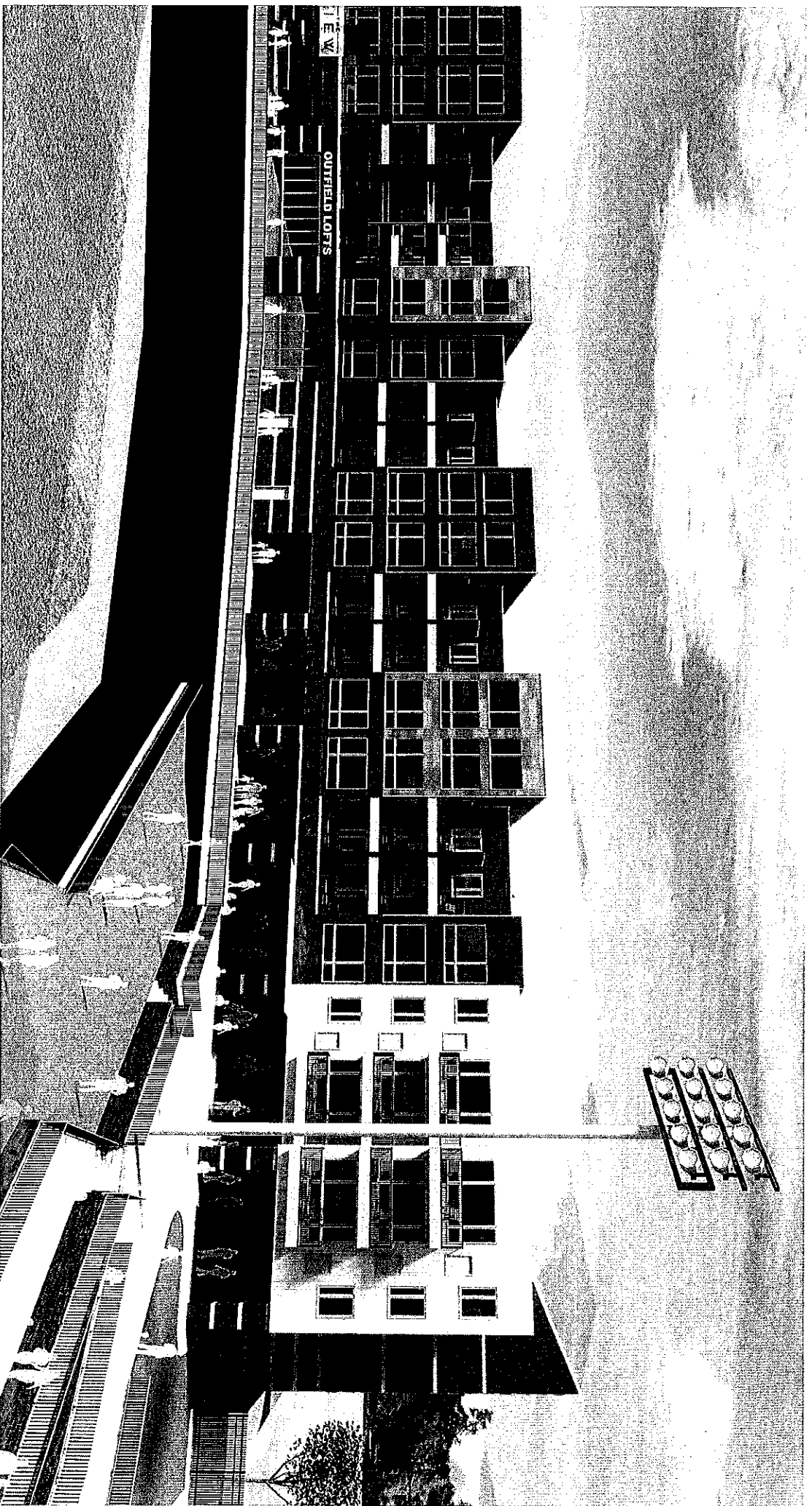
Prepared by:
G. Alan Wallace, Esq.
Miller, Canfield, Paddock and Stone, PLC
One Michigan Avenue
Suite 900
Lansing, Michigan 48933

REPLACEMENT EXHIBIT "C"



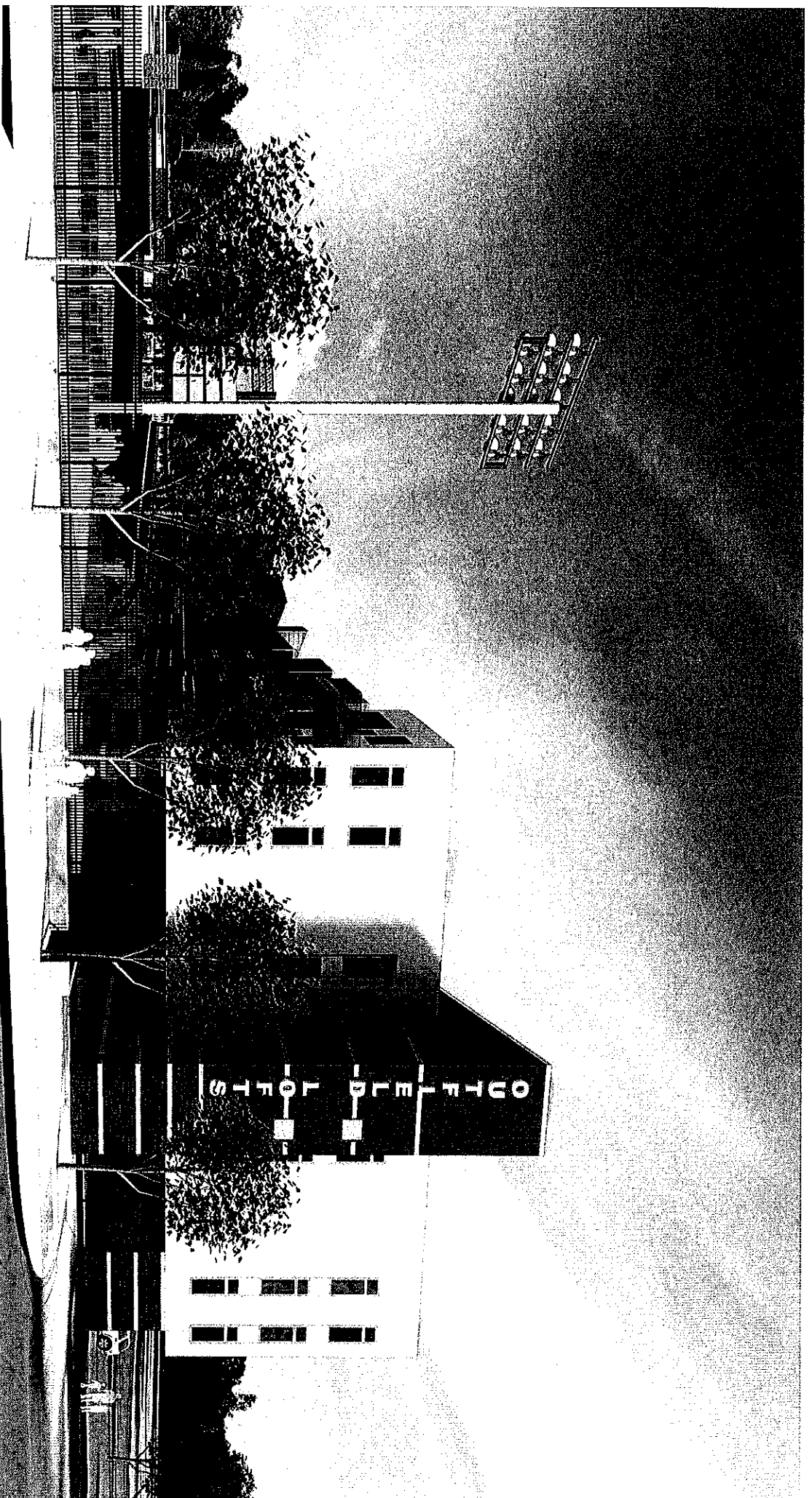
Eye Level View from behind **Home Plate** looking North, showing the **Outfield Lofts** with **Colorful Nichiha Fiber Cement Panel Cladding** above the **Two Story High Striped Brick Clad Base**

Materials and colors shown in renderings are not final and are subject to change at Owner's discretion.



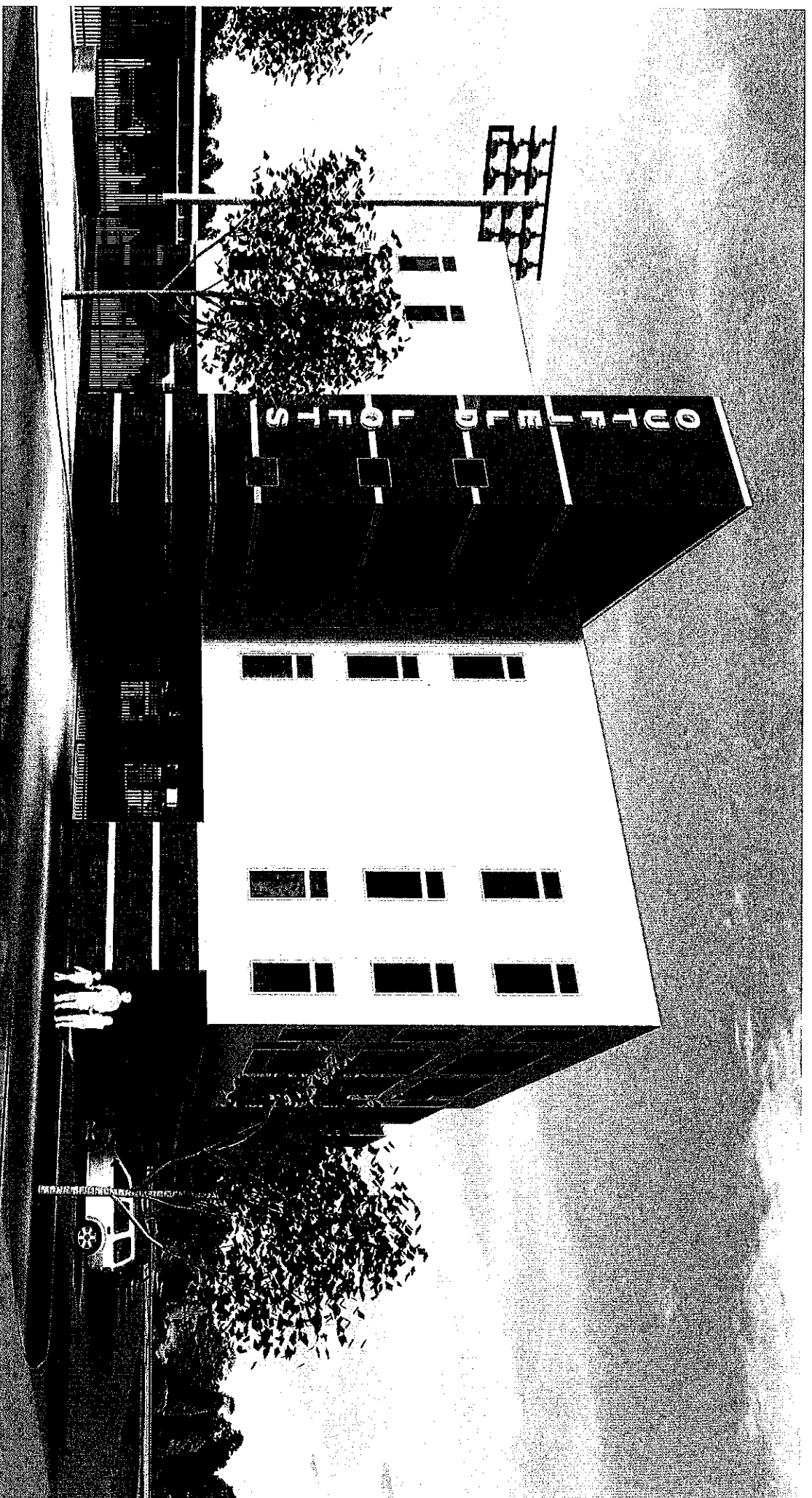
Aerial View from Right Field looking Northwest, showing Cantilevered Silver Metal Panels in Right Field over the Tailgate Terrace, Two Story High Striped Brick Base showing Cantilevered Balconies with Grey Handrails, and the East Stairwell Clad in Terra Cotta and Charcoal Grey Colored Ground Faced Masonry with Buff Colored Banding

Materials and colors shown in renderings are not final and are subject to change at Owner's discretion.



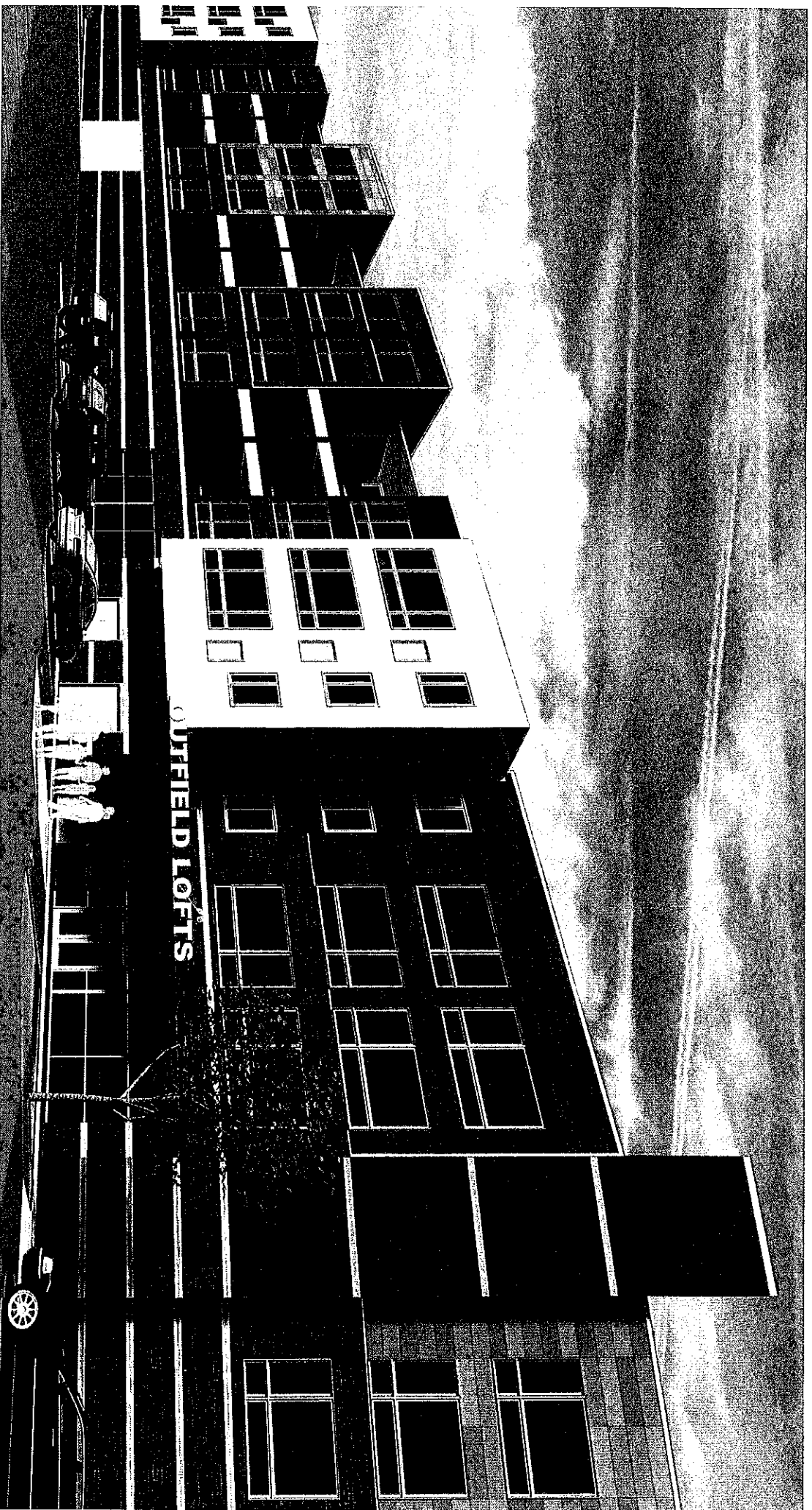
Eye Level View from North Larch Street looking West, showing the Cantilevered Silver Metal Siding on the East Elevation over the Tailgate Terrace supported by the East Stairwell Clad in Terra Cotta Colored Ground Faced Concrete Masonry Units on Level 2 and Charcoal Grey Ground Faced Masonry Units on Levels 2 -4 with Buff Colored Accent Banding and Vertical Outfield Lofts Signage

Materials and colors shown in renderings are not final and are subject to change at Owner's discretion.



Eye Level View from North Larch Street looking Southwest, showing the Cantilevered Silver Metal Siding on the East Elevation over the Tailgate Terrace supported by the East Stairwell Clad in Terra Cotta Colored Ground Faced Concrete Masonry Units on Street Level and Charcoal Grey Ground Faced Masonry Units on Levels 2 -4 with Buff Colored Accent Banding and Vertical Outfield Lofts Signage

Materials and colors shown in renderings are not final and are subject to change at Owner's discretion.

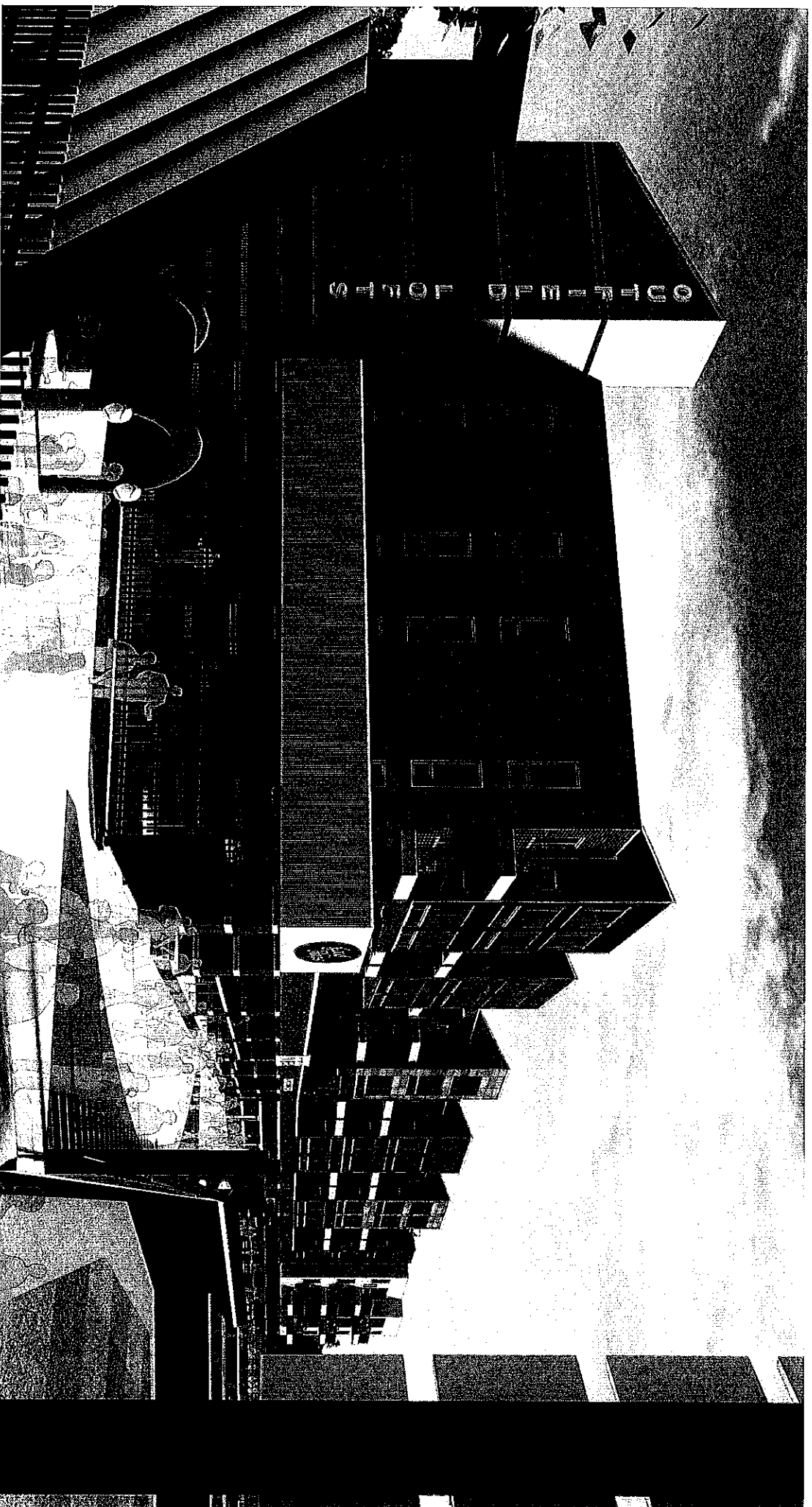


Eye Level View from the Parking Lot looking South, showing the Shared Drop Off Lane for "The View" Catering Facility and the Outfield Lofts Entry Lobby with Charcoal Grey Painted Cantilevered Canopy and Outfield Lofts Signage, Striped Brick Clad Base, Charcoal Grey Ground Faced Concrete Masonry Unit Elevator Tower and Colorful Nichiha Fiber Cement Panels on Levels 3 and 4

Materials and colors shown in renderings are not final and are subject to change at Owner's discretion.

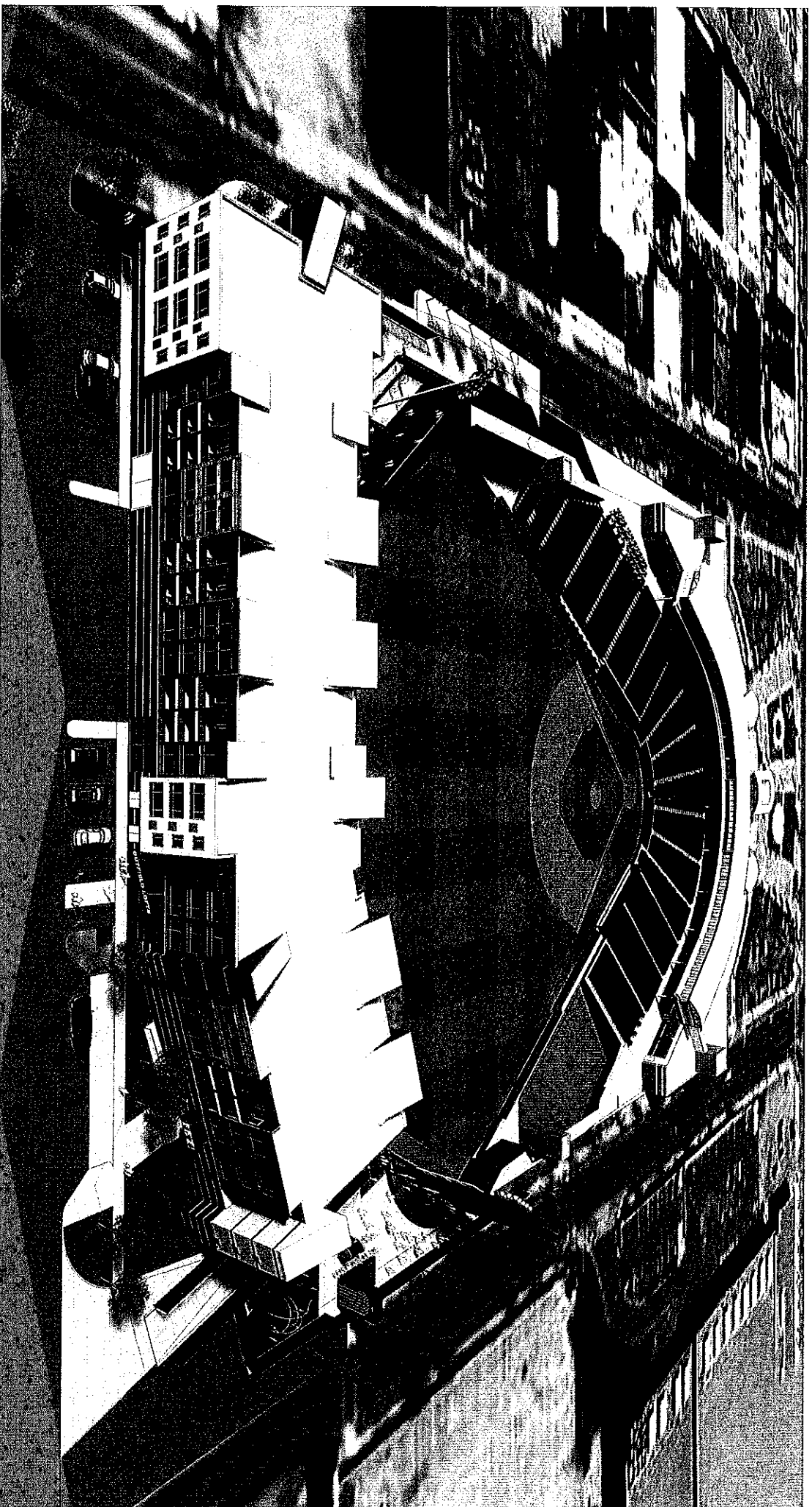


Eye Level View from North Cedar Street looking Southeast, showing the Striped Brick Clad Base on Street Level and Level 2, Cobalt Blue Horizontal Metal Siding between Adjacent Balconies, Buff Colored Ground Faced Concrete Masonry Unit West Stair Tower with Charcoal Grey Banding and Colorful Nichiha Fiber Cement Panels on Levels 3 and 4, West Facing Signage and the Sloping Ramp to the Field Level



Eye Level View from the Children's Inflatable Slide & Baseball Hall of Fame looking East, showing "The View" Catering Facility, Charcoal Grey Horizontal Metal Siding on the West Elevation, the Outfield Concourse and the Colorful Nichiha Fiber Cement Panels Cladding the Upper Levels facing the Cooley Law School Stadium

Materials and colors shown in renderings are not final and are subject to change at Owner's discretion.



Aerial View looking South showing the **OUTFIELD LOFTS** and **Cooley Law School Stadium**

Materials and colors shown in renderings are not final and are subject to change at Owner's discretion.



Aerial View over the Cooley Law School Stadium looking North at the OUTFIELD LOFTS

Materials and colors shown in renderings are not final and are subject to change at Owner's discretion.

REPLACEMENT EXHIBIT "C-1"

STADIUM IMPROVEMENTS

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REPLACEMENT EXHIBIT "C-1"

STADIUM IMPROVEMENTS

The scope of Stadium Improvements including, but not limited to:

- New stadium Catering (with seating for up to 150 people max) and Bar venue in left field with kitchen;
- Replacing current Tailgate Terrace and Bullpen Bar picnic venues with new picnic venues, including bars and terraced seating with picnic tables in both locations;
- Replacing all remaining bleacher seating with stadium seats;
- Renovation and improvement to the team clubhouse areas, including reconfiguration of current layout, new lockers, shower facilities, workout facilities, new team offices, and general structural and cosmetic improvements in lower level of stadium as deemed necessary;
- Walk-around concourse in the outfield;
- Replacement of playing field, portions of outfield wall and irrigation system;
- Cleaning, re-lamping, & re-aiming of existing fixtures;
- Renovations and improvements to team batting cages and field maintenance areas;
- New fixed concessions equipment at all concession stands, picnic venues, and Catering facility as deemed necessary;
- Cosmetic upgrades to interior of concession stands;
- Cosmetic and fixture upgrades to all stadium restrooms as necessary;
- Left field, Right field, and Backstop protective netting;
- Suite level renovations, including cosmetic and finishes improvements to the annual suites, owner/City of Lansing suites, press box, suite pantry, and suite lobby. Cosmetic improvements to exterior of suites;
- New kids' play area and grass berm;
- Replacement of entire flat roofs as deemed necessary;
- Stadium exterior landscaping improvements; and
- General structural repairs as needed to existing buildings, drainage systems, and concrete as deemed necessary.

As more specifically set forth in the Agreement, the Stadium Improvements (inclusive of the Foundation and Connections Improvements) shall not exceed the amount of Renovation Funds.